

CITY OF MANCHESTER
NEW HAMPSHIRE 03101

OCTOBER 1, 2009

SEALED PROPOSAL INVITATION

FY10-130-24

NOTICE is hereby given that the City of Manchester will receive sealed proposals in the Office of the Information Systems Department, City of Manchester, State of New Hampshire until two o'clock p.m. (2:00 PM) on Thursday, October 22, 2009 for the furnishing of the supplies, materials, equipment, or services, as indicated by the items hereunder listed in accordance with the applicable specifications:

Email Archiving

The right is reserved to accept any proposal or any part or parts thereof, or to reject any or all proposals.

Any name appearing on the Comptroller General's list of ineligible contractors for Federally-financed and assisted work is not an eligible Bidder. In addition thereto, a proposal based upon the furnishing of equipment or components thereof, manufactured by such an ineligible contractor, will be ineligible for consideration.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

All proposals are subject to the terms and conditions and specifications set forth in this Sealed Proposal Invitation.

BY: Jennie Angell
Director, Information Services

PLEASE NOTE: RFP FY10-130-24 was created using Microsoft Word 2003 and contains forms that must be completed electronically. To obtain the Microsoft Word 2003 document, please send an e-mail to: MIS@ManchesterNH.gov. Please enter FY10-130-24 in the subject line when requesting the Word format.

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I. GENERAL TERMS AND CONDITIONS

A. Bidder's Conference

Date: 14 October 2009
Time: 1:00 PM
Location: Information Systems Department,
100 Merrimack Street, Manchester, NH 03101
Contact: Jennie Angell, Director, Information Services
Email: MIS@ManchesterNH.gov
*(note: please include the text "FY10-130-24" in the subject
line of all emails sent regarding this Request For Proposals)*
Phone #: (603) 624-6577
Fax #: (603) 624-6320

Attendance is not mandatory.

So that we may be prepared with answers at this Bidder's Conference, please submit your questions pertaining to the Request For Proposal to the contact person listed above so that they are received at least two business days prior to the conference. If any questions cannot be answered then, or if changes to the Request For Proposal are required, they will be contained in an addendum to be issued as soon as possible following the conference. Verbal questions will also be discussed at this conference. There is no intention to write and issue minutes of the Bidder's Conference. Written questions concerning the meaning of the specifications or terms and conditions of the Invitation may be submitted as specified in Section I. GENERAL TERMS AND CONDITIONS, L. Interpretations.

B. Proposals - Where Received

Proposals will be received by the Information Systems Department, City of Manchester, State of New Hampshire, at the place and until the time specified in the Notice and then publicly read aloud for the information of persons submitting proposal and others properly interested who may be present either in person or by representative. NO PROPOSAL WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.

C. Definitions

The following meanings are attached to the defined words when used herein:

1. The word "Department" means the City of Manchester Information Systems Department.
2. The word "City" means the City of Manchester, New Hampshire.
3. The word "Bidder" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.

4. The word "Contractor" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this Sealed Invitation and the Contract.
5. The words "Firm Price" shall mean a guarantee against price increase during the life of the Contract.

D. Contract Agreement

The Contract Agreement will be in the form customarily employed by the City and will incorporate the following documents in the order of precedence listed:

1. The Purchase Agreement and Contract As Negotiated Between the Contractor and the City
2. The Contractor's response to the Invitation
3. This Sealed Proposal Invitation.

E. Submission of Proposal

Two (2) complete printed copies and two electronic copies (see Section III - FUNCTIONAL REQUIREMENTS AND QUESTIONS for more information) provided on CD or DVD media must be returned when submitting a proposal. Strict compliance with the requirements of the Notice, Terms, and Conditions, and the instructions printed on this form is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the proposal forms shall be suitably filled in. For the convenience of Bidders, extra sets of proposal forms are available at no cost and on demand, at the Information Systems Department 100 Merrimack St, Manchester, New Hampshire 03101. This document can also be found at <http://www.manchesternh.gov/CityGov/Purchasing/currentbids.html>.

F. Signatures on Proposal Forms

Each proposal must give the full business address of the Bidder and be signed by the Bidder with the usual signature. Proposals by partnerships must be furnished with the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the State of Incorporation and by the signature and title of the president, secretary or other person duly authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the proposal of the individual signing. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished, and duly sworn to before a Justice of the Peace or Notary Public.

G. Proposal Security

Proposal security, in the form of a proposal bond, deposit of cash, or certified check, or bank cashier's check drawn on a solvent bank, payable to the City in the amount of not less than ten percent (10%) of the total amount of the proposal (before cash discount and/or trade-in if applicable) must accompany each proposal as a guarantee that if the proposal is accepted a Contract will be entered into. Such proposal deposits of all Bidders will be held by the City until all proposals submitted shall have been canvassed and the proposals have either been rejected in whole or in part or the award of Contract or Contracts has been made. The proposal deposit of the successful Bidder will be held until a Contract is duly executed. Proposal deposits will be returned to unsuccessful Bidders within one (1) week after award of the contract. If the successful Bidder, to whom a Contract shall have been awarded, refuses to execute the Contract and to furnish the performance and payment bonds hereinafter described, within ten (10) working days after award of the Contract, the amount of the proposal deposit shall be forfeited to and retained by the City as liquidated damages for such neglect or refusal.

H. Performance Bond

The successful Bidder will be required to furnish a performance bond to the City in the amount of one hundred percent (100%) of the total amount of the Contract as a guarantee of the faithful performance thereof.

I. Sealed and Marked

Proposals with the required proposal security, must be securely sealed in a suitable envelope, addressed and marked on the outside as follows:

Sealed Proposal Invitation FY10-130-24
Information Systems Department
100 Merrimack St
Manchester, NH 03101

The City is not responsible for proposals not properly marked.

J. Indemnification and Insurance

1. The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented, material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract.
2. The Contractor agrees to defend, indemnify, and save harmless the City from all damages to life and property arising out of the performance of this Contract due to the Contractor's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City of Manchester, NH, their employees, representatives, agents, etc.

3. If, in the judgment of the City, any property is needlessly damaged by an act or omission of the Contractor or his employees, servants, or agents, the amount of such damages shall be determined by the City and such amount shall be deducted from any money due the Contractor or may be recovered from said Contractor in actions at law.

K. Equal Opportunity - Affirmative Action

1. In connection with the execution of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation, and in selections for training, including apprenticeship.
2. In connection with the performance of the Contract, the Contractor will cooperate with the City in meeting his commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract.

L. Interpretations

No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of the Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, and either delivered to Jennie Angell, Director of Information Services, 100 Merrimack Street, Manchester, NH 03101, or via e-mail to MIS@ManchesterNH.Gov with "FY10-130-24" in the subject line, to be received five (5) or more working days before the date fixed for the opening of proposals. Every interpretation made to a Bidder will be in the form of an Addendum to the Sealed Proposal Invitation which, if issued, will be sent as promptly as practicable to all persons to whom the Proposal Invitations have been issued and posted on the City's web site at <http://www.manchesternh.gov/CityGov/Purchasing/currentbids.html>. All such Addenda shall become a part of the Proposal Invitation.

M. Incomplete Proposals

Proposals which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions may be rejected as informal by the Director of Information Services.

N. Conditional Proposals

Conditional proposals will not be accepted.

O. Alternative Proposals

While it is the desire of the City of Manchester to acquire computer software and any necessary hardware to implement the functionalities described in this Request for Proposals, budget considerations may preclude the implementation of this desire. Therefore, alternative proposals which do not conform to all of the listed specifications may be considered as long as the proposal is listed as an alternative proposal and any deviation from the listed specifications is noted as such.

P. Withdrawal of Proposal

Proposals may be withdrawn upon written or faxed request received from Bidders 5 days prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. If any proposal is withdrawn after time and date specified, the Bidder shall forfeit his proposal security as liquidated damages.

Q. Default

In case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess costs occasioned thereby.

R. Guarantees

1. The Bidder to whom a Contract is awarded guarantees to the City that all items furnished under this Contract shall be free of defects in design, materials, and workmanship and, for a period of one (1) year after final inspection and acceptance, shall replace promptly any defective equipment, materials, and/or workmanship required without additional cost to the City. If the implementation of a particular function is delayed, the warranty period for that function will not begin until final inspection and acceptance of that function.
2. The Bidder to whom a Contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-315 shall remain in full force and effect and are not disclaimed. New Hampshire 383A-2-314 and 2-315 may be found at <http://www.gencourt.state.nh.us/rsa/html/XXXIV-A/382-A/382-A-2-314.htm> and <http://www.gencourt.state.nh.us/rsa/html/XXXIV-A/382-A/382-A-2-315.htm>.
3. Prior to the expiration of the warranty period, whenever Equipment is shipped for mechanical replacement purpose, the Contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage, and insurance. This warranty shall apply to a replacement machine beginning the first day of its acceptance.
4. All hardware must be new and include the manufactures warranty.

S. Transportation, Installation, Relocation, and Return of Equipment

Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery and installation, to the destination designated in this Proposal Invitation and to include all delivery and packing charges.

1. Transportation

The Contractor shall prepay the transportation charges. Authorization for the method of transportation shall be furnished by the Contractor prior to shipment. Transportation charges for the shipment of empty packing cases shall be paid by the Contractor. Transportation charges, regardless of point of origin or destination of the equipment, should not exceed the cost of shipment between City location and the location of the Contractor's nearest plant of manufacture. The Contractor shall bear the cost of transportation whenever the equipment is shipped for mechanical replacement purposes unless the replacement was due to the fault or negligence of the City. The Contractor shall pay those rigging and drayage costs incurred at the City location, and shall pay all rigging and drayage costs when the equipment is moved for mechanical replacement purposes.

2. Installation

The Contractor shall furnish such labor as may be necessary for the packing, unpacking, placement of, and installation of Equipment.

3. Relocation

Except in an emergency, Equipment shall not be moved from the general location in which installed, unless the Contractor has been notified that a move is to be made. Upon written notification to the Contractor, Equipment may be transferred from one City location to another without maintenance charges during the period of transfer not to exceed thirty (30) calendar days. The Contractor shall supervise packing, unpacking, relocation of Equipment, and install in good operating condition.

T. Delivery

1. The Contractor shall commence the delivery of items contracted for within thirty (30) days of contract signing unless otherwise stated by the Contractor.
2. The City, through the Director of Information Services, reserves the right to postpone the delivery date for up to sixty (60) days to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Proposal Invitation will remain firm, and the City shall incur no additional obligation to the Contractor due to any delay of delivery date ordered by the Director of Information Services.

3. The City, through the Director of Information Services, reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
4. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
5. All deliveries shall be shipped as requiring "Inside Delivery" for the destination specified.

U. Proposal Prices

Proposal quotations submitted on the Proposal Forms shall remain firm for a period of ninety (90) days after the time set for the opening of the proposals.

V. Unit Pricing

Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the proposal, the unit prices will govern.

W. Price Reductions

It is understood and agreed that should any price reductions occur between the opening of this proposal and the delivery of any order, the benefit of any such reductions shall be extended to the City.

X. Method of Payment

1. Payment for hardware and system software shall be made in accordance with the following schedule:
 - a) Ninety percent (90%) of net contract price:
 - (1) not earlier than fifteen (15) days nor longer than forty-five (45) days after delivery, installation and acceptance of all contracted items.
 - (2) upon rendering an original and two (2) copies of an itemized invoice.
 - b) Ten percent (10%) of the net contract price:
 - (1) ninety-one (91) days after delivery, installation, and acceptance of all contracted items.
 - (2) upon rendering an original and two (2) copies of the final invoice.
2. Application Software: Payment for purchase of (license for) application software shall be made in accordance with the following schedule:
 - a) Fifty percent (50%) of net contract price not earlier than fifteen (15) days nor longer than forty-five (45) days after:

- (1) delivery of the documentation and a copy of the package.
- (2) installation and successful operation at City's site.
- (3) appropriate licensing documentation.
- b) Twenty-five percent (25%) of net contract price within sixty (60) days of installation or upon acceptance by the City, whichever is later;
- c) Twenty-five percent (25%) of net contract price ninety-one (91) days after acceptance by the City.

Y. Discounts

- 1. Cash discounts will be considered when determining the low proposal except when cash discounts hold for a period of less than fifteen (15) days. Cash discounts for payment within a period of less than the above number of days will not be taken into consideration when determining the low proposal.
- 2. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the Contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

Z. Taxes

As the City is exempt from the payment of Federal Excise Taxes, all prices quoted herein are not to include these taxes.

AA. Time of Completion - Penalties

- 1. All delivery times quoted must be firm, FOB destination, City of Manchester, Information Systems Department, 100 Merrimack St, Manchester, New Hampshire, unless otherwise indicated by the City.
- 2. It is understood and agreed that in the event of failure on the part of the Bidder to indicate date of completion, completion will be made within one hundred twenty (120) days from date of notification.
- 3. Should the successful Bidder fail to make delivery or complete the Contract within the time specified, the City, at its option, reserves the right to make the purchase in the open market and charge any excess cost incurred over Contract price to the account of the successful Bidder, who shall pay same forthwith, or assess penalties against the Contractor in accordance with the applicable provisions of the penalty clauses set forth hereinafter.

BB. Evaluation Of Work

To assure compliance with this agreement, the City shall have the right to enter into the contractor's premises during the normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

CC. Ownership of Information

The Contractor agrees to abide by the following restrictions regardless of whether or not the information in question is considered public under any applicable Right-To-Know law.

All information acquired by the contractor from the City or from others at the expense of the City in performance of the agreement, shall be and remain the property of the City. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the contractor for delivery to the City shall be and remain the property of the City.

The contractor agrees that it will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The contractor further agrees to return said information in whatever form it is maintained by the contractor.

DD. Rights to Submitted Material

All proposal, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by vendors shall become the property of the City when received. Prior to final selection, vendors may be required to submit any additional information, which the City may deem necessary to determine the vendor's qualifications to respond to the RFP. Should any of the information requested by the City be considered by the bidder to be confidential, it should also be stated.

EE. Compliance with Specifications

Unless otherwise clearly stated by the Bidder, the Proposal will be considered as being in strict accordance with the specifications and terms and conditions outlined in this Proposal Invitation. References to a particular trade name, manufacturers' catalogue, or model number, are made for descriptive purposes only to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding any other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.

FF. Assignment of Work

Assignment of any portion of the work by subcontract must be approved in advance by the City. Please identify all subcontractors that you intend to use on this project.

GG. Non-Collusion

The Bidder must certify that no official or employee of the City or of the State of New Hampshire, is pecuniarily interested in the proposal or in the Contract which the Bidder

offers to execute or in the expected profits to arise therefrom, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

HH. Contracts in which there is Federal Participation

1. Any proposed change in the Contract shall be submitted to the Director, Information Services for prior approval.
2. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.
3. No member, officer, or employee of the State of New Hampshire, the City of Manchester, NH or Hillsborough County, NH, during his tenure or one (1) year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof.
4. In connection with the execution of the Contract, the Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; in selections for training, including apprenticeship.
5. In connection with the performance of the Contract, the Contractor will cooperate with the Office in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

II. Basis of Award of Contract

1. The City reserves the right to waive any informalities in proposals and to reject any and all proposals, in whole or in part, and to make awards in a manner deemed in the best interests of the City.
2. Proposals will be evaluated and selection made on the basis of demonstrated competence and qualification for the services required at a fair and reasonable price. In addition to price, the following is a partial list, in no particular order, of criteria which will be used in the evaluation process:
 - a) functional capabilities of the application
 - b) familiarity that the City has with the hardware, database system, and operating system(s) required by the System being proposed
 - c) implementation plan

- d) Vendor experience and future commitment
- e) Vendor-provided documentation and training
- f) the ability, capacity, and skill of the Vendor to perform the Contract and provide service required
- g) whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference
- h) the character, integrity, reputation, judgment, experience, and efficiency of the Bidder
- i) the quality of performance of previous contracts or services
- j) the previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service
- k) the sufficiency of the financial resources and ability of the Bidder to perform the Contract or service
- l) the ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract
- m) the number and scope of conditions attached to the proposal
- n) the disaster recovery procedures available in case of extended hardware and software failure
- o) Vendor's responses to items in this Request for Proposals.
- p) The ongoing maintenance and upgrade costs of the software.

JJ. Governing Law

This Contract shall be construed according to the law of the State of New Hampshire.

KK. Statutes and Ordinances

The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City of Manchester, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

LL. Disputes

Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Director of Information Services, who shall cause its discussion to be reduced to writing and shall furnish a copy thereof to the Contractor. The decision of the Director of Information Services shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes to the City a written appeal addressed to the Mayor and Board of Aldermen. The decision of the Mayor and Board of Aldermen or their duly authorized agent or representative for the determination of such appeal shall be final and conclusive unless determined by the Hillsborough County Superior Court or

other court of competent jurisdiction to have been unreasonable. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Director of Information Services.

MM. Nonappropriation of Funds

Continuation of this Agreement is contingent upon continued City appropriation of funds. In the event that adequate funds are not so appropriated, the City may cancel this agreement upon giving sixty (60) days written notice. In such event, no penalty of any form shall be levied against the City as a result of such cancellation.

NN. Interpretations

Any interpretations of this contract must be in writing; that is, oral interpretations will have no effect.

OO. Survival Beyond Completion

The terms, provisions, representations and warranties contained in this contract shall survive the delivery of the product and the payment of the purchase price.

PP. Headings Not Controlling

Headings used in this contract are for reference purposes only and shall not be deemed a part of this contract.

QQ. Successors and Assigns

1. The City and the Contractor each binds themselves, their partners, successor, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or transfer his interest in this Agreement without the written consent of the City.
2. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor.

RR. Severability

1. Compliance:

Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

2. Partial Invalidity:

If any clause, term or provision of this agreement shall be found to be illegal or unenforceable by any court of competent jurisdiction, then, notwithstanding, this agreement shall remain in full force and effect and the remainder of such clause, term or provision shall be enforceable pursuant to the original intent of the parties hereto.

SS. Nonperformance

If the package(s) fail(s) to meet the specifications or fail(s) to perform effectively or uses more hardware facility than anticipated or absorbs more run time than expected, or has results other than those which the City expected, the package may be rejected and this contract may be terminated at the option of the City.

TT. Term of License

The City's right to use the package(s) shall continue in perpetuity.

UU. Future Documentation

In the event that the documentation is changed, upgraded, improved or added to the package without changing the basic functions of the package such documentary change, upgrading, improvement or addition shall be made available to the City whenever it is made available to any other user of the package.

VV. Rights to Future Options

In the event that the package is enhanced, upgraded or improved which changes the function of the package or if options result in enhancement, upgrading of the package resulting in changes to its function by expansion or provisions of additional options and if such options, changes, upgrades and or enhancements are offered to any one of the package users, then such options, changes, upgrades and or enhancements must be offered to the City upon terms that are as favorable to the City as offered to any other user of the package.

WW. Right to Modify

The City shall have the right to modify the package during the term of the contract. If any such modifications are made, the Contractor is relieved of its agreement of maintenance of the package.

XX. Nontaxable as Property

No taxes, (including any construction or interpretations of the terms) shall be added to the contract stated prices. If any such taxes are held to be applicable, they shall be paid by the Contractor.

YY. Quiet Enjoyment

The City shall be entitled to use the software package with all modifications described hereunder without disturbance, subject only to its obligation to make required payments hereunder. Contractor represents that this agreement is not subject or subordinate to any right of Contractor's creditors, or if such subordination exists, that the agreement or instrument creating the same provides for nondisturbance of the City so long as it shall not be in default hereunder.

ZZ. Rights upon Business Termination

1. In the event of the termination of business of the Contractor either by voluntary termination, bankruptcy, the commission of an act of bankruptcy which leads to bankruptcy, Chapter XI proceedings, common law or statutory assignment for the benefit of creditors or insolvency proceedings of any nature or description, the City shall be considered owner in fee simple title to the said package without obligation to the Contractor or his successors or assigns above shall be entitled to the source language without further obligation to the Contractor, his successors or assigns.
2. In the event of the termination of business of the Contractor, within the meaning of the preceding paragraph, occurs during a warranty period, the City's payment shall be proportional to the warranty period less the cost of correction of future discovered errors in the package.

AAA. Installation and Support

The Contractor shall provide to the City sufficient assistance in the installation of the package and in any modification of the package required to enable the City to use the package or to adapt the package to the needs of the City or to its operating system or to its peripheral equipment differences so that the package is usable by the City. Such assistance shall be provided and such changes in the package shall be made by the Contractor if potential timing differences or operating practices of the City require such assistance or such changes to render the package usable to the City.

BBB. Right to Reproduce Documentation

The City shall have the right to reproduce all documentation supplied hereunder, provided that such reproduction shall be solely for the use of the City, and that such reproduction shall be subject to the same restrictions on use and disclosure as are contained in this contract with respect to the original documentation.

CCC. Guarantee of Ownership

The Contractor warrants that it is the sole owner of the software and all modifications described hereunder and has full power and authority to grant the rights herein granted without the consent of any other person, organization, corporation, or any other entity recognized by law and will indemnify and hold the City harmless from and against any loss, cost, liability and expense (including but not limited to court costs, all related fees as well as reasonable counsel fees) arising out of any breach or claimed breach of this warranty. During the pendency of any claim against Contractor or the City with respect to Contractor's ownership and/or authority, the City may withhold payment of any sums otherwise required to be paid hereunder. The Contractor shall execute at time of delivery or each portion an affidavit stating his exclusive rights, title and interest to said portion.

DDD. Infringement

The Contractor warrants that the software package, including any modifications and/or customizations that may be added, is original to the Contractor and that neither the base package, modified package, nor any of its elements, nor the use thereof does or will violate or infringe upon any patent, copyright, trade secret or other property right of any other person, and the Contractor will indemnify and hold the City harmless from and against any loss, cost, liability and expenses (including, but not limited to, court costs, all related fees as well as reasonable counsel fees) arising out of any breach or claimed breach of this warranty. During the pendency of any claim against the Contractor or the City with respect to infringement, the City may withhold payment of any sums otherwise required to be paid hereunder and the City may continue to use the modified package as delivered and in the event of any injunction brought against the City on grounds of breach, the Contractor shall post appropriate bond(s).

EEE. Copying

The City reserves the right to copy systems and application software for backup and recovery purposes.

FFF. Audited Financial Information

The Bidder shall provide audited financial information to allow the City to evaluate the Bidder's financial position and stability, such as annual reports, Securities and Exchange Commission ("SEC") Forms 8K, 10K, or 10Q, or other financial reports for the last three years.

GGG. Additional Terms & Definitions

For the purposes of interpreting and responding to items in this Request for Proposals, the following common terms shall be considered as defined or clarified below:

1. Activity: actual usage of the functions provided by the Software.

2. Database or DBMS: refers to a (site) common server-based database used by the Software.
3. Software: when capitalized (i.e. "Software"), refers to the software application being proposed, in the context of what users interact with directly (see System;) and which is provided solely by the Contractor.
4. User: any City employee using the software.
5. Vendor: when capitalized, refers to a Bidder for this RFP and/or the selected Contractor providing the Software.

II. SCOPE OF SERVICES

The City expects the Contractor to provide the planning, configuration (including providing and/or recommending necessary as well as optional hardware and/or software) and installation assistance.

Describe the scope of services being proposed including the following:

A. Required services

Describe in detail the required services for implementing the email archiving system:

1. Summary of proposed professional services required for implementation.
2. Time required both onsite and remote for implementation.
3. Expectations you have of the City.

B. Training and Support

Provide a complete description of the proposed training and available support facilities including the following:

1. The available telephone support facilities.
2. The online help/support facility, as it relates to the proposed application.
3. The time interval between new releases and major updates.
4. Professional services required for new releases and major updates.

C. Background Information

The City of Manchester NH currently has no email archiving system in place. Our primary purpose for implementing an email archiving system is to increase our capability to respond to email discovery requests. Other implementation goals are to reduce the size of the current Exchange database, improve Exchange system performance, reduce the backup window for the Exchange database and improve end user search response times.

1. Our current email servers utilize Microsoft Exchange 2003 running on Windows Server 2003 SP2.
2. We currently have 1140 mailboxes including service accounts.
3. Users operate Dell PCs running Microsoft Windows 2000/XP/Vista, all connected to the City's fiber-based LAN network.
4. We currently have approximately 250 GBs of exchange data and 300 GBs of PST files on user's network shares.
5. Users connect to Microsoft Exchange with Outlook 2003 and Outlook Webaccess.
6. We currently have a Blackberry server with less than 30 users.

7. Our current storage platform is EMC Celerras.

III. FUNCTIONAL REQUIREMENTS AND QUESTIONS

A. General Response Notes

The following items list the desired capabilities and functionalities of the System, and/or specific items to be considered when awarding a Contract based on this Request for Proposals. Responses usually require a standard response (see below), but some responses may only/also require answers with a narrative or a list of values.

1. In all cases, these items should be interpreted and answered within the context of the System being proposed, including the Software proper and other ancillary components such as database systems, hardware, documentation, and training.
2. Any functionalities that are provided by components that are external to the Software/System
3. Modifications: For all responses that indicate a modification would be necessary to implement that item (see Answer Key below)

B. Responding to Items in this Section

(also please see Section IX. PROPOSAL FORMAT):

1. Bidders shall submit answers to each item in this section describing how their system meets the requirements mentioned in that item, unless the item specifically indicates that no response is needed or the item requires a response as a list or narrative answer. All responses, including any cost figures provided, shall be considered as binding contract terms in the event the Bidder is awarded a contract.
2. Bidders should use the format provided and add explanation details only when necessary. Answers must be typed using word processing software in the fields provided. Some fields are provided with standard dropdown values, corresponding to the Answer Key listed below. NOTE: As this section was created using Microsoft Word 2003, it is recommended that Bidders use the same or compatible software to enter their responses in the fields provided.
3. Bidder may include text-only excerpts from their own documentation when providing responses, however, answers should not consist solely of non-specific responses such as "see documentation", "follow this link", "call for details", etc.

NOTE: Do not paste non-text items into responses. Items such as graphics and tables should be provided in Section VIII - ADDITIONAL VENDOR EXHIBITS, and referred to by reference number in the response fields in this section.

4. Should Bidder perform any of the following actions in formulating their responses, the City may at its option ignore any or all of Bidder's responses when evaluating bids:
- a) Extraction into or submission in an alternate format or document type
 - b) Any addition, deletion, or alteration of original wording of requirements, questions, and terms appearing in this Request for Proposals
 - c) Renumbering, reordering, or altering the numbering scheme of requirements, questions, or terms (page numbers may of necessity increase as Bidder responses increase the length of this document)
5. Answer Key: The following answer key should be used when responding to the following requirements, for all items where a "Response:" field is provided. ("Response Narrative:" fields are for free-form textual answers.)

Note 1: NOTE: For all responses other than C (Complies Without Exceptions), the "Response Narrative:" field immediately following should be used to specify additional information:

C-Complies Without Exceptions: feature/function is provided exactly as worded or specified, directly by the Vendor or the Software, and without the use of system or external user tools.

E-Complies With Exceptions: feature/function is provided substantially as specified, directly by or within the application, with minor exceptions (*describe these exceptions in the narrative field*).

S-System Tools Functionality: feature/function is provided by operating systems, servers, standard database utilities (which are provided with the database system), or similar (*describe which such tool(s) in the narrative field*).

U-Proposed User Tools Functionality: feature/function can be provided by external, third-party, and/or non-standard (i.e. extra cost) tools, applications, add-ons, etc., as recommended by the Bidder. (*All such tools referenced here must also be listed in Section VI.A.2 Price Data (Application Software/Hardware). Indicate tool(s) by name only in the narrative field.*)

F-Future Planned Availability: feature/function is not currently provided but Bidder has definite plans to provide this feature in the future (*provide specifics and details including release timeframe in the narrative field*)

M-Modification Required At Additional Cost: This feature is not provided, but is feasible through a modification to the Software at an additional cost.

X-Not Available, Cannot Be Provided: This feature is not provided and/or cannot be provided (*if desired, Bidder may offer details in the narrative field*)

O-Other response (than those listed above): Specify details in the narrative field if this response is chosen.

C. General Requirements And Questions

For system-wide or general functions and capabilities not covered elsewhere.

1. E discovery

- 1.1 Does proposed solution archive all email data to separate server, allowing search and discovery of data?

Response:

Response narrative:

- 1.2 Does proposed solution provide the ability to search all email data including attachments for legal discovery?

Response:

Response narrative:

- a) What attachment file types does your solution index?

Response narrative:

- 1.3 Describe what email data you're archiving solutions captures?

Response narrative:

- a) Is all Exchange data, including email, folders, deletions, calendars, contacts, notes, and tasks archived?

Response:

Response narrative:

- b) Does your solution detect or capture BCC messages?

Response:

Response narrative:

- c) Does your solution capture mailbox "point in time" information?

Response:

Response narrative:

d) Does your solution have the ability to recreate message threads?

Response:

Response narrative:

e) Is metadata preserved?

Response:

Response narrative:

1.4 Is all email data in a single searchable location?

Response:

Response narrative:

1.5 Can the archive application scale to provide a single point of management, a single set of policies, and a single repository to search against for all email data as the City of Manchester email environment grows?

Response:

Response narrative:

1.6 Does your solution support full text indexing for messages, attachments, fields in a message, and calendar items?

Response:

Response narrative:

1.7 Is archive searchable by end users for electronic discovery purposes?

Response:

Response narrative:

1.8 Can end users place returned search results on a legal hold status?

Response:

Response narrative:

1.9 Can individual email items be placed on a legal hold status?

Response:

Response narrative:

1.10 Are saved searches updated as new email is introduced into the archive?

Response:

Response narrative:

1.11 Can search results be exported?

Response:

Response narrative:

a) What file formats do you support?

Response narrative:

1.12 What type of search criteria does your solution support?

Response narrative:

1.13 Can email items have multiple legal hold tags preventing deletion until all legal hold tags have been removed?

Response:

Response narrative:

1.14 Describe your solution's ability to ensure multiple litigation hold/stop destruction requests are complied with.

Response narrative:

1.15 Are BCC messages retrievable with standard keyword searches?

Response:

Response narrative:

1.16 Can permissions be set to allow a user search of other users' archives?

Response:

Response narrative:

1.17 Can a user be given permission to search a specified group of archives?

Response:

Response narrative:

1.18 Can users be prevented from searching their own archive?

Response:

Response narrative:

2 Administration/Server

2.1 Describe any additional load (CPU, memory and disk access) on the exchange server that your solution requires.

Response narrative:

2.2 Describe the software that is required to be installed on Exchange server to implement your solution.

Response narrative:

2.3 Will your solution operate with our current Microsoft Exchange disaster recovery solution AutoStartSE or replace its functionality?

Response:

Response narrative:

a) If not please explain how product provides high availability without third party interaction.

Response narrative:

2.4 Does the proposed solution have the ability to archive PST files from both network locations and local hard drives?

Response:

Response narrative:

2.5 Describe how your solution would archive data from backup media containing Microsoft Exchange data.

Response narrative:

2.6 Describe the hardware layout and requirements for your solution.

Response narrative:

2.7 Does your solution support operations on VMWare ESX 3.5/4?

Response:

Response narrative:

- 2.8 What types of storage solutions (NAS, SAN, and etc.) does your solution support?

Response narrative:

- 2.9 Describe how your solution integrates with Outlook Webaccess?

Response narrative:

- 2.10 If the management console is browser based, describe any required plugins.

Response narrative:

- 2.11 Does the proposed solution support Microsoft Exchange 2003 and Exchange 2007?

Response:

Response narrative:

- 2.12 What client operating systems does your solution support for client access to the archive?

Response narrative:

- 2.13 What is the impact of the archive solution on the Exchange servers – in terms of both the software/agent footprint and Exchange server performance?

Response narrative:

- 2.14 Describe any software agents that need to be installed on the Exchange servers.

Response narrative:

- a) Will Exchange services have to be shutdown to perform upgrades of any of these agents?

Response:

Response narrative:

b) Have these agents been tested for compatibility with backup software agents?

Response:

Response narrative:

2.15 How does your solution capture all content from Exchange on a real time basis?

Response narrative:

a) If journaling is used to capture exchange data will I be required to add additional email servers to my exchange environment?

Response:

Response narrative:

1. Will journaling capture all of the email data?

Response:

Response narrative:

2. What is the time interval that messages are in the journaling mailbox?

Response:

Response narrative:

b) If MAPI is used to capture email data, how many concurrent MAPI connections does the archive application use?

Response:

Response narrative:

1. Is the original metadata preserved?

Response:

Response narrative:

2.16 How does your solution interoperate with Microsoft Active Directory?

Response narrative:

2.17 How does your solution handle user accounts that no longer exist in Active Directory?

Response narrative:

2.18 Which client operating systems do you support for management of this application?

Response narrative:

2.19 Is support planned for Microsoft Exchange 2010?

Response narrative:

2.20 Does the product allow for different roles with different access to the archive? Please describe details.

Response:

Response narrative:

3 End user experience

3.1 Does archive present a folder structure within the Outlook 2003 client?

Response:

Response narrative:

3.2 Is archive searchable by the Outlook 2003 search feature?

Response:

Response narrative:

3.3 Does the proposed solution allow the archive to be searchable within Outlook Web Access?

Response:

Response narrative:

3.4 Does the archive present a folder structure within Outlook Web Access?

Response:

Response narrative:

3.5 Is the PST folder structure preserved in the end users archive view after the PST file is introduced into the archive?

Response:

Response narrative:

3.6 Does your solution support users access to their archived messages with a short-cut indicator in the Outlook client or some other visual marker?

Response:

Response narrative:

3.7 Does your solution offer offline/off network access to archived messages from email client and Outlook Web Access?

Response:

Response narrative:

3.8 Does your solution provide the end-user the option of accessing the archive through a web browser (Non Outlook WebAccess)?

Response:

Response narrative:

3.9 If PST files are archived, will the end users still be able to access their PST data in a browsable form without creating additional stub files in Exchange?

Response:

Response narrative:

3.10 Does your solution appear to be transparent to the users?

Response:

Response narrative:

3.11 Will the archive solution allow users to browse their archived content directly from within the Outlook 2003 client?

Response:

Response narrative:

a) Is an outlook plug-in required?

Response:

Response narrative:

4 Operation

4.1 Does the proposed solution support stubbing of attachments based on size or type?

Response:

Response narrative:

4.2 Does the software support multiple email retention categories based on user or group membership?

Response:

Response narrative:

4.3 Describe how your solution supports Disaster Recovery.

Response narrative:

4.4 Does the proposed solution support the ability to restore individual messages from the archive to the Exchange system?

Response:

Response narrative:

4.5 Does the proposed solution support the ability to restore entire mailboxes from the archive to the Exchange system?

Response:

Response narrative:

4.6 When an archived message is opened is it reintroduced into the exchange database?

Response:

Response narrative:

a) If answer was yes to the previous question, when will the message/attachment be rearchived?

Response narrative:

b) If the message is unarchived when opened is the attachment also unarchived?

Response:

Response narrative:

4.7 Please describe in detail how product addresses single instancing within the archive.

Response narrative:

4.8 What is the backup and restoration process for the archive?

Response narrative:

4.9 Does the proposed solution support the ability to restore entire storage groups from the archive to Exchange system?

Response:

Response narrative:

4.10 What is the recommended approach to protecting the archive for recovery purposes?

Response narrative:

4.11 How long does it typically take for implementation of your solution in an environment similar to ours?

Response narrative:

4.12 Are professional services required or recommended for product updates or upgrades?

Response:

Response narrative:

a) If yes, what is the estimated cost?

Response narrative:

IV. OTHER GENERAL REQUIREMENTS

1. Describe licensing scenarios, based on the current mailbox count of 1140 with a turnover of 70 user mailboxes a year.
2. Describe and/or list any known or highly-probable events, situations, or reasons which could impact the schedule for implementation of the proposed System?

V. ACCEPTANCE CRITERIA

The City reserves the right to reject the items delivered under this contract as not conforming to the specifications unless the following performance criteria are met:

The proposed equipment and software must perform in accordance with the Contractor's specifications. The equipment and software shall not be considered ready for use until the Contractor(s) provide(s) the City with the documentation of a successful system audit performed at the site which demonstrates that the equipment and software meets the specifications.

A. Standard of Performance and Acceptance of Application Software

This section establishes the standard of performance which must be met before the application software is accepted by the City.

1. Standard of performance, defined:

Note 1: The software is installed, configured and performs according to vendor specifications, as set forth in this proposal.

Note 2: A maximum of 25 email boxes and PST files will have been archived satisfactorily.

Note 3: Data from one exchange backup will have been archived.

Note 4: The software is brought into active production usage.

Note 5: The software does not crash (excluding hardware failures), does not lose or corrupt data, and responds as documented to all user commands.

Note 6: Acceptable impact on system performance.

Note 7: Hardware and software will be configured to capture email traffic for all active city email accounts.

2. The performance period shall begin when the Vendor notifies the City that all of the requirements above in item V.A.1 have been completed and shall end when the software product(s) has/have met the standard of performance for a period of thirty (30) consecutive days without exception.
3. In the event the application software does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test

shall continue on a day-by-day basis until the standard of performance is met for a total of thirty (30) consecutive days.

4. If the application software fails to meet the standard of performance after one hundred twenty (120) calendar days from the installation date, the City may reject the application software and this contract may be terminated at the option of the City.

Note 1: If the failure of the application software is solely the result of the failure of equipment or system software which originated from sources other than the application software Contractor, such as:

- (1) City-provided network and/or server hardware.
- (2) Storage subsystems.

then the Standard of Performance Period shall be interrupted during the period required to restore the equipment or system software to operability and shall resume as soon as operations are restored.

B. Standard of Performance and Acceptance of Equipment

This section establishes a standard of performance which must be met before equipment is accepted by the City. This also includes replacement, substitute equipment, and equipment which is added.

1. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the Contractor's published technical test specification, applicable to the type of equipment or as quoted in any proposal, at an effectiveness level of ninety nine point nine percent (99.9%) or more.
2. In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test shall continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
3. If the equipment fails to meet the standard of performance after one hundred twenty (120) calendar days from the installation date or certified ready for use date, whichever is later, the City may, at its option, request a replacement or terminate the order in accordance with this Contract.
4. The effectiveness level for a system is computed by dividing the operational use time by the sum of that time plus system failure down time.
5. The effectiveness level for an added, substitute or replacement machine is a percentage figure determined by dividing the operational use time of such equipment by the sum of that time plus downtime resulting from equipment failure of such equipment being tested.

6. Operational use time for performance testing for a system is defined as the accumulated time during which the central processing unit is in actual operation including any interval of time between the start and stop of the central processing unit, but shall not include system failure downtime.
7. Operational use time for performance testing for equipment added, substitute or replacement equipment is defined as the accumulated time during which such equipment is in actual use.
8. System failure downtime is that period of time when it is not possible to continue to run the program (the program being processed at the time of equipment failure) on equipment immediately after equipment failure of part of the system, except that failure of remote terminals/PCs shall not constitute system failure downtime.
9. During a period of system downtime, the City may use operable equipment when such action does not interfere with maintenance of the inoperable equipment as determined by Contractor's maintenance personnel. The entire system will be considered down during such periods of use.
10. Downtime for each incident shall start from the time the City contacts the Contractor's designated representative at the prearranged contact point until the system or equipment is returned to the City in proper operating condition.
11. During the performance period for a system, a minimum of 336 hours of operational use time with productive or simulated work will be required as a basis of computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum of 336 hours. In scheduled operational use time, during the performance period, provisions shall be made for preventive maintenance. Preventive maintenance time shall be excluded from the effectiveness level computation.
12. The Information Systems Department shall maintain appropriate daily records to satisfy the requirements of this performance test and shall notify the Contractor in writing of the date of the successful completion of the performance period.
13. Equipment shall not be accepted and no charges shall be paid until the standard of performance period has been met.
14. Operational use time and downtime shall be measured in hours and whole minutes, but shall not include any time other than during scheduled operational use time except that all time spent by the contractor's maintenance personnel in repairing inoperable equipment shall constitute downtime. Scheduled operational use time shall be twenty four hours a day 7 days a week unless the Customer notifies the Contractor in writing of a different period for scheduled operational use time at least thirty (30) days prior to the installation date, or unless otherwise mutually agreed upon.

15. Should it be necessary, the Information Systems Department may delay the start of the performance period, but such delay shall not exceed thirty (30) consecutive days; therefore, the performance period must start no later than the thirty-first (31st) day after the installation date.
16. If a system failure is the failure of programming aids which originated from sources other than the equipment Contractor or if system failure is the result of the failure of connected equipment which is not maintained by the equipment Contractor or under warranty from the Contractor, the Contractor shall be paid for the services of its maintenance personnel at its then current time and material rates.

VI. PRICING EXHIBITS

A. Price Data (Application Software/Hardware)

1. Price Data Format

All proposals must contain the following Price Data for application software:
Cost of the package, including the annual license fee and any other charges which may be incurred, including support, machine time necessary for the Contracting organization to test and install the system, and/or expenses incurred for travel, subsistence or reproduction of documentation, training, etc. No special charges, taxes, or other burden can be imposed on the City by the Contractor in connection with the sale of the proposed software unless these charges are identified and incorporated in the contract. The Price Data must be presented in similar form and contain the information as illustrated in format below.

PRODUCT CODE

DESCRIPTION

COST

TOTAL COST_____

Note 1: Cost must identify a onetime cost, purchase price, and options. Use cost column headings which best conforms to your company's method of supplying software.

Note 2: Included any required installations services

Note 3: Include any required training.

2. Optional Hardware/Software/Services

If the Bidder desires (not required), specify any additional hardware, software and/or services not included in the proposal which could be applicable. Each such option should include Product Code, Description and Cost. List any optional training cost here.

PRODUCT CODE

DESCRIPTION

COST

TOTAL COST _____

B. PRICE DATA (Maintenance and Support)

1. Price Data Format

- a) All proposals must contain the following Price Data for application software maintenance and support. The Price Data must be presented in similar form and contain the information as illustrated in format below.

PRODUCT CODE

DESCRIPTION

COST

TOTAL COST _____

Note 1: Where applicable, specify the warranty period for each component.

Note 2: Cost quotes must identify the period covered, whether a onetime cost, monthly cost, annual cost, etc. (Annual costs are preferred.) Use cost column headings which best conform to your company's method of supplying maintenance and support.

Note 3: Briefly describe your various maintenance and support plans and the advantages of each.

Note 4: The initial period of maintenance is intended to cover one year following the date the System is installed, and a single cost for this period must be specified above.

Note 5: A copy of the Contractor's standard Maintenance and Support Contract must be provided.

C. PRICE DATA (Upgrade Costs if applicable)

1. Price Data Format

- a) All proposals must contain the following Price Data for all costs associated with application upgrades. The Price Data must be presented in similar form and contain the information as illustrated in format below.

PRODUCT CODE

DESCRIPTION

COST

TOTAL COST_____

VII. VENDOR HISTORY AND REFERENCES

Provide a vendor history including any major acquisitions of or by other companies.
Provide a history of the application(s) including original and subsequent owners of the application(s) if originally purchased versus developed in-house.

In the space below, list the largest five customers (based on population or registration volumes), to whom you have supplied the same or similar software and hardware as proposed.

<u>Municipality</u>	<u>Address</u>	<u>Contact Name</u>	<u>Telephone & Email</u>
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VIII. ADDITIONAL VENDOR EXHIBITS

This section is made available to Bidders to place items such as documentation, lists, or other items that are referenced from/by Bidder responses located elsewhere in this RFP. Bidders should provide unique identification numbers (within the context of this section) for each item included here. Items listed here should be referenced elsewhere in this document using the following format: the text '**See Section VIII - ADDITIONAL VENDOR EXHIBITS, Item #**' followed by Bidder's unique identification number or label.

IX. PROPOSAL FORMAT

All proposals shall contain seven (7) Parts, as described below. *NOTE:* The term "Section" as referenced below applies to the sections in this Request for Proposals, while the term "Part" shall apply to the Vendor responses.

General

A statement indicating the Bidder's compliance with Section I - GENERAL TERMS AND CONDITIONS; the Bidder's agreement to enter into a contract agreement consisting of the proposal form as shown in Section 0 -

Part 1: PROPOSAL FORM, together with such other clarifying (but not inconsistent) language as may be appropriate to the City and the successful Bidder; evidence of the authority of the office submitting the proposal on behalf of the corporation; and required bid security.

Part 2: System Features

Responses to the features, abilities, and functionalities specified in Section II. – SCOPE OF SERVICES.

Part 3: System Requirements And Questionnaire

Responses to the questions listed in Section III - FUNCTIONAL REQUIREMENTS AND QUESTIONS and Section IV - OTHER GENERAL REQUIREMENTS. (Note: This part must also be provided electronically in Microsoft Word format.)

Part 4: Additional Vendor Exhibits

Responses provided in Section VIII - ADDITIONAL VENDOR EXHIBITS.

Part 5: Vendor History and References

Response to the points listed in Section VII. VENDOR HISTORY AND REFERENCES.

Part 6: Pricing Exhibits

Pricing quotes organized as found in Section VI. PRICING EXHIBITS.

Part 7: Additional Vendor Information

This section should include any information not specifically requested which the Bidder believes would be of benefit to the City in evaluating the proposals.

X. PROPOSAL FORM

PROPOSAL FORM

TO: _____

City of Manchester

State of New Hampshire

In compliance with the invitation for proposals to furnish supplies, materials, equipment, and services on the accompanying schedules, the undersigned (name) _____, a corporation organized and existing under the laws of the State of _____ or a general partnership consisting of _____ of _____ City of _____ State of _____ hereby proposes to furnish, within the time specified in the Request for Proposals, the supplies, materials, equipment, and supplies at the prices stated opposite the respective items listed on the schedule.

Upon receipt of written notice of the acceptance of this proposal, the undersigned will, if required, execute a form of contract in accordance with the proposal as accepted and give bonds, with good and sufficient surety or sureties, for the faithful performance of the Contract, and for payment for labor and materials, within ten (10) days after the prescribed forms are presented for signature.

Discount will be allowed for receipt of prompt payment as follows:

within _____ calendar days, _____ percent (_____%);

within _____ calendar days, _____ percent (_____%);

within _____ calendar days, _____ percent (_____%);

Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date, correct date or voucher properly certified by the Contractor is received if the later date is later than date of completion and acceptance and/or delivery acceptance.

Deliveries are to be made to The City of Manchester, Information Systems Department, 100 Merrimack St, Manchester, New Hampshire.

Delivery and/or completion to be made within _____ days from the date of notification by the City. TIME IS OF THE ESSENCE.

If the undersigned fails to perform any of the promises made herein, the proposal security, which is deposited with the _____, shall be paid to the City of Manchester or payment of the bond herewith deposited will be enforced for the benefit of the City of Manchester as liquidated damages for such default; otherwise the proposal security will be returned to the undersigned.

The undersigned as Bidder, declares that only parties interested in the proposal as principals are named herein; and that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the City is directly or indirectly interested in this proposal; and he proposes and agrees that if this proposal is accepted he will contract with the City in accordance with the Specifications, and the Terms and Conditions as spelled out in this Sealed Proposal.

Dated _____, 19____.

Authorized Signature of Bidder & Title

(please print or type name of Bidder & Title)

Address

Full names and addresses of all persons interested in this proposal as principals are as follows:

NAME

ADDRESS

XI. SAMPLE CONTRACT

The City of Manchester

New Hampshire 03101

CONTRACT

Agreement made _____, 19__ between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and _____ of (address) _____, City of _____, County of _____, State of _____ herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. (Contractor) _____, being the lowest responsible Bidder, shall provide to the City the following equipment, material, supplies and services:

(General Description)

Such supplies, materials, equipment, and services shall be provided in accordance with the proposal made by (Contractor) _____ pursuant to the Request for Proposals and Terms and Conditions contained in Sealed Proposal Invitation Proposal Number _____, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The City shall pay (Contractor) _____ the price and amount set out in Contractor's Proposal on delivery to and acceptance by the City of the supplies, materials, equipment and services herein described, and on filing by (Contractor) _____ and approval by City of a verified claim for the amount due.
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike act of God, government regulation, or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

- SAMPLE -

- SAMPLE -

IN WITNESS WHEREOF, the parties have executed this agreement at (designated place of execution) the day and year first above written.

Signature

Typed Name

Title

City of Manchester

Acknowledged by:

Signature

Typed Name

Title